

AGREEMENT

THIS AGREEMENT is hereby made and entered into this 14th day of October, 2025 by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444, and Odums Sod Inc., a Florida Profit Corporation (hereafter referred to as "Contractor"), whose address is 16571 Rembrandt Rd, Loxahatchee, FL 33470 this 14th day of October 2025.

WHEREAS, the City desires to retain the services of the Contractor to provide annual sod and sod installation services in accordance with the City's Invitation to Bid No. 2025-047, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. 20225-047, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide annual sod and sod installation services pursuant to the specifications accompanying the City's Invitation to Bid, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

- iii. As to the Contractor: Odums Sod, Inc.
16571 Rembrandt Rd.
Loxahatchee, FL 33470
561-370-3624
Attn: Warren L. Prescott, Jr.
Email: odumssod@yahoo.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. E-VERIFY

By entering into this Agreement, Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 6. DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this

Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

ARTICLE 7. SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Agreement if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel.

a. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.

b. Contractor shall notify the City if, at any time during the term of this Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

c. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.

d. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.

ARTICLE 8. CONVICTED VENDOR LIST

By its execution of this Agreement, Contractor acknowledges that it has been informed by City of, and is in compliance with, the terms of Section 287.133(2)(a) of the Florida Statutes which reads as follows:

a. "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

ARTICLE 9. COMPLIANCE WITH ALL APPLICABLE LAW

The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 10. DISCLOSURE OF INTERESTS OF COUNTRY OF FOREIGN CONCERN

Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286 .101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

ARTICLE 11. COMPLIANCE WITH FLORIDA STATUTE §787.06(13)

Contractor has fully complied with Florida Statute §787.06(13) by providing an affidavit to the City signed by an officer or representative of Contractor under penalty of perjury that Contractor does not use coercion for labor or services as defined in that statute.

ARTICLE 12. CONTRACT TERM

The term of this Agreement shall remain in effect for a term of three (3) years and may be renewed for (2) two additional (1) one-year period(s), unless terminated earlier in accordance with terms set forth in the ITB.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

Alexis Givings
Alexis Givings, City Clerk

CITY OF DELRAY BEACH
By: Thomas F. Carney, Jr.
Thomas F. Carney, Jr. Mayor

Approved as to form and legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney



(SEAL)

CONTRACTOR

By: Warren L. Prescott Jr.
Print Name: Warren L. Prescott Jr.
Title: President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of September, 2025 by Warren L. Prescott Jr. (name of person), as President (type of authority) for Odums Sod, Inc (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced None

Amanda Wood
Notary Public - State of Florida

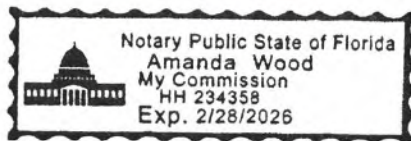


EXHIBIT A

City of Delray Beach
C.P. No. 2025-047
Annual Sod and Sod Installation Services

SECTION 5 PRICING SCHEDULE

Group I - Material Only (Under 2,000 Sq. ft.) Pick Up by the City or City's Representative:

No.	Bid Item Description	Rolls Per Square foot	Pallets Per Square foot
1	St. Augustine Solid Sod	No Bid	\$0.48
2	St. Augustine Floratam	No Bid	\$0.48
3	St. Augustine Palmetto	No Bid	\$0.50
4	Bahia Argentine	No Bid	\$0.37
5	Bahia Pensacola	No Bid	No Bid
6	Certified Bermuda	\$0.62	\$0.62
7	Bermuda Celebration	\$0.62	\$0.62
8	Pine Straw Mulch	No Bid	No Bid
9	Seed and Mulch	No Bid	No Bid
10	Hydro Seed	No Bid	No Bid

Group II - Material & Delivery Only (Over 2,000 Sq. ft. and Under 40,000 Sq.ft.) No Trip Charges:

No.	Bid Item Description	Rolls Per Square foot	Pallets Per Square foot
11	St. Augustine Solid Sod Floratam	No Bid	\$0.52
12	St. Augustine Floratam	No Bid	\$0.52
13	St. Augustine Palmetto	No Bid	\$0.54
14	Bahia Argentine	No Bid	\$0.39
15	Bahia Pensacola	No Bid	No Bid
16	Certified Bermuda	\$0.65	\$0.65
17	Bermuda Celebration	\$0.65	\$0.65
18	Pine Straw Mulch	No Bid	No Bid
19	Seed and Mulch	No Bid	No Bid
20	Hydro Seed	No Bid	No Bid

Group III - Material & Delivery Only (Over 40,000 Sq.ft.) No Trip Charges::

No.	Bid Item Description	Rolls Per Square foot	Pallets Per Square foot
21	St. Augustine Solid Sod	No Bid	\$0.52
22	St. Augustine Floratam	No Bid	\$0.52
23	St. Aug. Palmetto	No Bid	\$0.54
24	Bahia Argentine	No Bid	\$0.39
25	Bahia Pensacola	No Bid	No Bid
26	Certified Bermuda	\$0.65	\$0.65
27	Bermuda Celebration	\$0.65	\$0.65
28	Pine Straw Mulch	No Bid	No Bid
29	Seed and Mulch	No Bid	No Bid
30	Hydro Seed	No Bid	No Bid

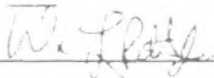
Group IV - "Labor Only" No Trip Charges:

No.	Bid Item Description	Rolls Per Square foot	Pallets Per Square foot
31	Delivery & Unload - Under 2,000 sq.ft.	\$0.12	\$0.12
32	Delivery & Unload - 2,000 sq.ft. or more	\$0.12	\$0.12
33	Delivery + Installation - Under 2,000 sq.ft.	\$0.20	\$0.20
34	Delivery + Installation - 2,000 sq.ft. or more	\$0.20	\$0.20
35	RIP/ Remove + Installation + Roll - Under 2,000 sq.ft.	\$0.25	\$0.25
36	RIP/ Remove + Installation + Roll - 2,000 sq.ft. or more	\$0.25	\$0.25
37	RIP/ Remove + Laser Grading + Installation + Roll - Under 2,000 sq.ft.	\$0.35	\$0.35
38	RIP/ Remove + Laser Grading + Installation + Roll - 2,000 sq.ft. or more	\$0.35	\$0.35
39	Additional Soil Amendment per Cu. Yd. 50/50 Mod/Sand	\$40/yd	

Source Sod From/ Growing Farms Location

- St. Augustine Solid Sod: JW Turf Farms / Belle Glade
- St. Augustine Floratam: JW Turf Farms / Belle Glade
- St. Augustine Palmetto: JW Turf Farms / Belle Glade
- Bahia Argentine: DRK Holdings / Okeechobee County
- Bahia Pensacola: None
- Certified Bermuda: JW Turf Farms / Okeechobee County
- Bermuda Celebration: JW Turf Farms / Okeechobee County

Bidder Company Name: Odums Sod, Inc.

Signature of Official authorized to bind Bidder: 

Print Name: Warren L Prescott, Jr. Title: President

Date: 8-19-2025

Contact Office Tel: 561-370-3624

Contact Cell: 561-539-6730

Contact Email: odumssod@yahoo.com

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Agreement with Odums Sod, Inc.

Department: Parks

Contact person: Joel Burzynski

City Manager approval

City Commission approval

Reviewed by Purchasing

Agenda item #:

Agenda meeting date:

Resolution #: 205-25

Agreement Action:

New <input checked="" type="radio"/>	Renewal* <input type="radio"/>	Amendment* <input type="radio"/>	*Renewal: Only change is the agreement term *Amendment: For changes other than/in addition to term
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Does the Contractor require the City to sign first?: No

Agreement Terms:	Comments/Specific Provision in Agreement
Term (Duration of Agreement)	ITB 1.4: effective date and for three years thereafter
Termination Clause	4: with or without cause
Renewal Clause	1.5: option to renew for two one-year options
Insurance	City standard
Indemnification	City standard
Governing Law	Florida
Venue	Palm Beach County
Assignment	ITB 10.22
Attorney's fees	ITB 10.28- for convenience, 10.29- for cause, 10.30- for fraud, misrepresentation
FL. Public Records Provision (2016)	ITB 10.50
Inspector General Provision	ITB 10.32
Fiscal Funding Requirement	ITB 10.67
Fla. Stat. 448.095 - E-verify	5
Fla. Stat. 287.134 - Disc. Vendor	6
Fla. Stat. 287.135 - Scrutinized Comp.	7
Fla. Stat. 287.133 - Convicted Vendor	8
ADA	9
Fla. Stat. 286.101 - Foreign Gifts	n/a
Fla Stat. 287.138 - Foreign Country	10
Fla. Stat. 787.06 - Non-Coercion	11

Business Principles:	Comments
Fees: Total Value	\$375,000.00
Fees: Per Fiscal Year	\$75,000.00

Other Issues:	Comments
Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	

Consistent with applicable policies including, but not limited to, Procurement policies. Yes

Attorney: Kelly Brandon, Esq.

Reviewed and approved as to form and legal sufficiency only

RESOLUTION NO. 205-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA APPROVING AN AGREEMENT WITH ODUMS SOD INC. FOR ANNUAL SOD AND SOD INSTALLATION SERVICES PURSUANT TO INVITATION TO BID 2025-047; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS AND/OR RENEWALS THERETO AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (“City”) is authorized to enter into agreements to provide services, programming, and products in accordance with its Charter; and

WHEREAS, the City requires purchase of sod and sod installation services annually; and

WHEREAS, the City desires to enter into an agreement with Odums Sod Inc. (“Contractor”) for annual sod and sod installation services pursuant to Invitation to Bid No. 2025-047 (the “Agreement”); and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

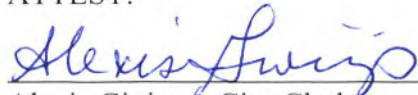
Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and Contractor, attached to this Resolution as Exhibit “A”.

Section 3. The City Commission authorizes the City Manager to execute any amendments and/or renewals and take any action necessary to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED in regular session on the 14th day of October, 2025.

ATTEST:

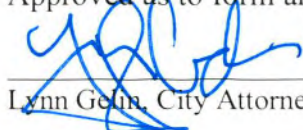


Alexis Givings, City Clerk



Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:



Lynn Gohn, City Attorney

